United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL–CIO–CLC, Road Sprinkler Fitters, Local 669 (Best Fire Protection Systems, Inc. and Grinnell Fire Protection Systems Company, Inc.) *and* Ralph Holloway. Cases 16–CB–1955 and 16–CB–1995

28 February 1984

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS HUNTER AND DENNIS

On 3 May 1983 Administrative Law Judge David L. Evans issued the attached decision. The General Counsel filed exceptions and a supporting brief, and the Respondent filed cross-exceptions and a brief in support of its cross-exceptions and in opposition to the General Counsel's exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings,[1] findings,[2] and conclusions and to adopt the recommended Order as modified.[3]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL–CIO–CLC, Road Sprinkler Fitters, Local 669, Adelphi, Maryland, its officers, agents, and representatives, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph 2(a).

"(a) Make whole employees Ralph Holloway, Thomas Holloway, and Earnest Wilbur, in the manner set forth in the section of this decision entitled 'The Remedy,' for any losses of earnings suffered as a result of the failure of Best Fire Protection Systems, Inc. to employ them on 7 April 1982, and by the failure of Grinnell Fire Protection Systems Company, Inc. to rehire them in mid-May 1982."

2. Insert the following as paragraph 2(c) and reletter the subsequent paragraph.

"(c) Sign and return to the Regional Director sufficient copies of the notice for posting by Best Fire Protection Systems, Inc. and Grinnell Fire Protection Systems Company, Inc., if willing, at all places where notices to employees are customarily posted; and remove from its files, and ask the Employers to remove from their files, any references to the unlawful discharges or the refusals to hire and notify the employees in writing that it has asked the Employers to do this."

3. Substitute the attached notice for that of the administrative law judge.

APPENDIX

NOTICE TO EMPLOYEES AND MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT cause or attempt to cause any employer to discharge, refuse to hire, or otherwise discriminate against Ralph Holloway, Thomas Holloway, or Earnest Wilbur, or any other employee or applicant for employment, because he is not a member of United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada,

[1] The Respondent has excepted to the judge's failure to grant its motion to dismiss the 8(b)(2) complaint or, in the alternative, to limit any remedy imposed in view of the Regional Director's dismissal of the Respondent's 8(a)(3) charge against Best Fire Protection Systems, Inc. We hereby deny the Respondent's motion on the grounds that the finding of an 8(a)(3) violation is not a prerequisite to the finding of an 8(b)(2) violation. See, e.g., *Radio Officers Union v. NLRB*, 347 U.S. 17, 53–54 (1954); *Steelworkers (Duval Corp.)*, 243 NLRB 1157, 1159 (1979).

[2] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

The judge stated that the record does not disclose whether the Holloways and Wilbur applied for reemployment with Grinnell Fire Protection Systems Company, Inc. after Grinnell displaced Best Fire Protection Systems, Inc. on the project in mid-May 1982. Contrary to the judge, the record indicates that Ralph Holloway called Grinnell's construction manager, Moren, in May and requested to go back to work. This error is insufficient, however, to affect our decision.

[3] The judge's recommended remedy requires that the Respondent make whole Ralph Holloway, Thomas Holloway, and Earnest Wilbur for any losses of earnings suffered as a result of the Respondent's conduct in causing Best Fire Protection Systems, Inc. not to hire them on 7 April 1982. In his limited exceptions, the General Counsel contends that it is not clear whether this remedy includes the period of time when Grinnell resumed performing the fire sprinkler work in mid-May 1982 and that such period of time should be included. We find merit in the General Counsel's contentions. Undisputed testimony indicates that, when Grinnell displaced Best on the project, Grinnell retained all of the employees then working for Best. Thus it appears that, if the Respondent had not caused Best not to hire the Holloways and Wilbur in April, then they also would have been retained by Grinnell in May. There also is evidence, however, that the employee complement for both Best and Grinnell had declined by June or July 1982 as a result of layoffs for lack of work. Accordingly, we shall modify the judge's recommended Order to clarify that the Respondent's backpay obligation continues through the period of time when Grinnell resumed manning the project, but we leave to the compliance stage of this proceeding the question of whether the Holloways and Wilbur would have been included in any layoffs by Best or Grinnell.

AFL-CIO-CLC, Road Sprinkler Fitters, Local 669, or because he is a member of a sister local union.

WE WILL NOT in any like or related manner restrain or coerce employees in the exercise of the rights guaranteed them in Section 7 of the National Labor Relations Act, except to the extent that such rights may be affected by a lawful contract between the Union and an employer pursuant to Section 8(a)(3) or 8(f) of the National Labor Relations Act.

WE WILL make Ralph Holloway, Thomas Holloway, and Earnest Wilbur whole for any losses of earnings incurred by the failure of Best Fire Protection Systems, Inc. to employ them on 7 April 1982 and by the failure of Grinnell Fire Protection Systems Company, Inc. to rehire them in mid-May 1982, plus interest.

WE WILL notify each of them that we have removed from our files, and have asked the Employers to remove from the Employers' files, any references to the discharges or refusals to hire and that we will not use them against the above-named employees in any way.

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO-CLC, ROAD SPRINKLER FITTERS, LOCAL 669

DECISION

STATEMENT OF THE CASE

DAVID L. EVANS, Administrative Law Judge: This proceeding was tried before me in Fort Worth, Texas, on February 7-10, 1983, pursuant to a complaint originally issued on May 24, 1982,[1] and amended thereafter. Said complaint is based on charges filed by Ralph Holloway, an individual. By said charges and complaint, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO-CLC, Road Sprinkler Fitters, Local 669 (herein called the Respondent or the Union), is charged with violating Section 8(b)(1)(A) and (2) of the Act by effectuating certain intraunion discipline on Ralph Holloway, Thomas Holloway, and Earnest Wilbur, by attempting to cause Grinnell Fire Protection Systems Company, Inc. (Grinnell) to discharge the Holloways and Wilbur sometime in March, and by causing Best Fire Protection Systems, Inc. (Best) not to hire the Holloways and Wilbur on April 7. The Respondent denies the commission of any unfair labor practices. The Respondent and the General Counsel have filed briefs which had been carefully considered.

[1] Unless otherwise specified all dates herein are in 1982.

On the record as a whole, including my observation of the witnesses, briefs, and arguments of counsel, I make the following findings and conclusions.

I. JURISDICTION AND LABOR ORGANIZATION

Grinnell is, and has been at all times material herein, a Delaware corporation with an office and facilities located in Glen Rose, Texas, where it is engaged in the installation of fire protection systems. During the 12 months preceeding issuance of the original complaint Grinnell, in the course and conduct of its business operations at Glen Rose, received goods and materials valued in excess of $50,000 which were shipped directly to said facilities from points outside Texas. At all times material herein Best has been a Missouri corporation, and for a certain period of time during 1982 maintained an office and facilities located in Glen Rose, where it was also engaged in the installation of fire protection systems. During that period of time Best, in the course and conduct of its operations, received goods and materials valued in excess of $50,000 which were shipped directly to said facilities from points outside Texas. Therefore, Best and Grinnell are, and have been at all times material herein, employers engaged in commerce within the meaning of Section 2(6) and (7) of the Act. The Respondent is a labor organization within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A nuclear powered electric generator has been under construction near Glen Rose since 1979. The name of the project is "Comanche Peak." The owner of the project is Texas Utilities; the prime contractor is Brown and Root, Inc.; the fire sprinkler contractor originally was Grinnell, and, for about 6 weeks in the spring of 1982, it was Best. Grinnell is the largest sprinkler contractor in the nation; Best is a comparatively small entity. Grinnell had a contract with the Respondent[2] which expired on March 31. From April 1 to April 17 the Union engaged in an economic strike aginst Grinnell and other employers in a nationwide association. From April 7 to May 16, Best performed the fire sprinkler work at Comanche Peak. Best did not have a contract with the Respondent, but it did sign an "Assent and Interim Agreement" binding it to observe Grinnell's contracts for the period it was on the job.

The Respondent is a "Road" Local; its territorial jurisdiction is the entire United States, and its members travel the country doing sprinkler-fitting and welding work. Such individuals are called "roadmen." They are to be distinguished from "travelers" who are members of one local of the Respondent's parent body (herein called the United Association) working in the territorial jurisdiction of another local. Therefore, a roadman may have traveled far to work on a project under contract with the Respondent, but he is still not a "traveler." However, a

[2] The General Counsel alleges that an exclusive hiring hall arrangement with Grinnell, as well as Best, existed at all times material herein. The violations alleged in the complaint do not depend on this allegation, and the General Counsel could not explain why this allegation was in the complaint. Since the General Counsel was unable to explain why this allegation is material, it suffices to state only that it was not proved.

member of a local other than the Respondent who works on a job under contract to the Respondent is a "traveler" on that job, even if the job is within the geographic jurisdiction of his home local. This case involves members of Fort Worth Local 146 who were "travelers" on the Comanche Peak job at Glen Rose, Ralph Holloway, Thomas E. Holloway, and Earnest Wilbur.

The constitution of the United Association establishes rules for travelers. Among these are rules that travelers get travel cards from the home local and deposit them, along with 1 month's travel dues, with the authorized agent of the local in whose jurisdiction the traveler is working. This deposit, according to the constitution and rules published in accordance therewith, is to be made before the traveler starts working in the jurisdiction to which he has traveled.

The Respondent is divided into 26 districts; the business agent for the region in which the Comanche Peak project is located is Billy Bob Littleton.

In early 1980, the Holloways (and possibly as many as five other travelers from the Forth Worth local) secured work at Comanche Peak. Instead of depositing the travel cards with the Respondent, they presented them to Grinnell's project foreman, Curtis Moore. Moore called Littleton and asked what he should do with the cards. Littleton told Moore that the cards should have been mailed to the Respondent's headquarters in Adelphi, Maryland, before the individuals went to work but he would pick them up and forward them for the men. When Littleton came to the job he gathered several travelers together and told them that the travel cards were supposed to be mailed to the Respondent's headquarters in Adelphi, Maryland along with 1 month's travel dues. Littleton could not remember the names of any of the travelers in that group, but Moore, a disinterested and credible witness, testified that Ralph and Thomas Holloway were there.[3] The Holloways, as shown by exhibits introduced by the Respondent, mailed their travel dues to the Respondent's office in Adelphi as required by the Union's rules until they were laid off from the project in the summer of 1980.[4]

Ralph Holloway and Thomas Holloway were rehired at Comanche Peak on February 25 and March 3, respectively; Wilbur was also hired on March 3.[5] Instead of depositing the travel cards with the Respondent, Wilbur and the Holloways gave them to then Project Superintendent Lewis Clakley. On March 4 Littleton learned that the Holloways were back on the job in a conversation with Bill Moore, who was then Grinnell's project superintendent.

This time Littleton did not offer to pick up the travel cards and deposit them for the travelers; instead, on March 22 he filed charges against them for violating the Respondent's internal rules. On June 19, the Holloways and Wilbur were tried according to the Respondent's internal procedures for working in violation of the travel card rule. The ultimate disposition of these charges by the Respondent was not disclosed by the evidence.

At some time between March 3 and April 6 Littleton called Frank Moren, who was then Grinnell's construction manager for its southwest region. Moren had ultimate responsibility for hiring and firing for Grinnell in the region. Moren testified that in a conversation with Littleton:

> He said that I had three travelers on the job that he had not approved for the job and that they had to be removed. And I told him that they would be removed whenever, you know, I could get replacements, certified people as replacements for them and not until then. . . . He told me if they wasn't removed that he would see about removing the 669 men from the job. I told him he could do whatever he wanted to do, that they wasn't leaving the job until I had the qualified, certified welders to take their place.

According to Littleton the conversation took place in Moren's office:[6]

> Well . . . when I went in and talked him, I told him that we had a problem on the job, that they had hired some people that had not been cleared, they had not deposited their traveler cards. . . . I told him that they had not gone through the procedure. On our contractual agreement they are supposed to know before they hire sprinkler fitters or anybody that we are not aware of, they are supposed to give us 48 hours notice and I told him that he had not done that.

It may have been that Littleton also considered it a "problem" that Moren had not given him 48 hours' notice before hiring new employees. However, it is clear, even from the testimony of Littleton, that the primary "problem" was that the travelers had been hired without depositing their cards. Littleton had no logical reason for raising the existence of the travelers' failure to deposit their cards other than wanting Moren to do something about it. I find, in accordance with the testimony of Moren which I find credible, that Littleton demanded that the three travelers be terminated or he would cause a strike over the matter.

[3] Neither Holloway was called to rebut Moore's testimony.

[4] Ralph Holloway testified that, before he went off the Comanche Peak job in 1980, in a telephone conversation Littleton told him that he would be coming to the job and would pick up travel cards from the foreman. Before the trial of this case Holloway had given an affidavit to the investigating Board agent and had made a memorandum for his personal files. Both of the statements discussed his 1980 employment with Grinnell. In neither of these statements does he mention such a telephone conversation with Littleton. I do not believe that, if such conversation occurred, Holloway would have omitted it from any account of the facts of this case. Moreover, Littleton credibly denied having had any such conversation with Holloway, and I find that the conversation did not take place.

[5] Wilbur testified that he was hired April 3, but it is clear that this was an error. Charges were filed against him on March 22 for working on the job without having filed his travel card. R. Exh. 7 reflects that Wilbur was hired on March 3, 1982.

[6] Whether the confrontation took place by telephone or face to face makes no difference. It is clear from the record that Littleton frequently called and visited Moren's office during this period of time. It is also possible that there were two conversations, one of which was a substantial repetition.

As noted above, on April 1 the Respondent began a nationwide economic strike against Grinnell and all other members of an employer association with whom it has a contractual relationship. During the strike Grinnell, not wishing to cause anymore problems than necessary for Texas Utilities (and Brown and Root), arranged for Best and Texas Utilities to execute a contract pursuant to which Best was to continue the fire sprinkler work on the Comanche Peak project.[7] On April 6 an office employee of Grinnell began calling all of the employees who had been on strike and told them to report the morning of April 7 at which time they would become employees of Best. Some of the employees called Littleton, who arrived at the employee parking lot prior to the usual starting time. As the employees gathered in the parking lot Littleton confronted Marvin E. (Butch) Randall Jr., who was project manager for Best. Also present were Clakley and Steve Hodge, who had been project manager for Grinnell. (By this time Clakley had been put on Best's payroll, but not Hodge.) According to Randall:

> I told [Littleton] that I wanted to hire right there at the gate and I had to hire the people who were already working there because that was part of the contract between Best Fire Protection and [Texas Utilities]. And the reason it was part of the contract was because they already had their nuclear clearances in whatever was involved in this job. And Mr. Littleton made the statement that before I could hire anybody or before he would allow anybody to go to work three travelers had to be dismissed or could not be hired. Said he'd been arguing with Grinnell for a little over a year about trying to get them off the job and this was the best time for them to do it and if I wanted to work anybody, these three could not be hired.

Randall turned to Clakley and asked if the project could do without the three travelers. Clakley replied that it could and Randall responded that that was the way it would have to be. Clakley then told the Holloways and Wilbur that they would not be hired by Best.

The pertinent part of the exchange, according to Littleton, was as follows:

> JUDGE EVANS: Go ahead. Did you respond to that?
>
> THE WITNESS: I said, well, are you going to recall everybody that was working for Grinnell? And [Randall] said, well, that is what we plan to do.
>
> JUDGE EVANS: Did you say anything to that?
>
> THE WITNESS: Yes, sir. I said, well, I have got a problem with that then.
>
> JUDGE EVANS: Go on. What did you say?
>
> THE WITNESS: And he said, well, what problem is that? And I said, well, there was some guys that were working for Grinnell that hadn't deposited their travel card and if they are going to go to work for you and they still don't have their travel card deposited, I have got a problem with that.
>
> JUDGE EVANS: All right.
>
> THE WITNESS: I am not sure that Randall knew what I was talking about, but he turned to Mr. Clakley and he said, I suppose we can take care of that, can't we? And Clakley said, I suppose we can. That is all that was said. Then we got into his truck and went directly into the plant.

Littleton had a legitmate reason for inquiring whether Best was doing struck work. However, Littleton had no reason to express to Best any "problem" with the status of the three travelers unless he wanted the Employer to do something about it. For this reason and the facts that Randall appeared credible and his account of the threat was fully corroborated by Hodge and Clakley, I find that Littleton threatened that he would not allow other members of Local 669 to work for Best if the Holloways and Wilbur were hired.

When the strike was over, Best was displaced by Grinnell. The two Holloways and Wilbur were not rehired. The record does not disclose whether they applied for reemployment with Grinnell.

Conclusions

As recently stated by the Board in *Boilermakers Local 40 (Envirotech Corp.)*, 266 NLRB 432 (1983):

> The Board will presume that a union acts illegally any time it prevents an employee from being hired or causes an employee to be discharged[4] because by such conduct a union demonstrates its power to affect the employee's livelihood in so dramatic a way as to encourage union membership among the employees. However, this presumption may be rebutted "where the facts show that the union action was necessary to the effective performance of its function of representing its constituency."[5]

The union can overcome such a presumption by demonstrating that its action was necessary to maintain and enforce rules necessary in the operation of a lawful hiring hall. *Birmingham Country Club*, 199 NLRB 854, 856–857 (1972); *Plumbers Local 337 (Townsend & Bottum)*, 147 NLRB 929 (1964). In this case, although the Employer was required to give the Union an opportunity to furnish employees, employees were free to seek work on their own, and there was no exclusive hiring hall in existence. Since there was no exclusive hiring hall, there was absolutely no legitimate basis for the Union's attempt to cause Grinnell to discharge the Holloways and Wilbur; and there was no legitimate basis for Respondent's at-

[7] Of course, it was not litigated whether Best was to perform "struck work," but no other reason for the arrangement is apparent.

[4] *Local 873, International Brotherhood of Electrical Workers, AFL–CIO (Kokoma-Marian Division, Central Indiana Chaper, National Electrical Contractors Association, Inc.)*, 250 NLRB 928, fn. 3 (1980); *International Union of Operating Engineers, Local 18, AFL–CIO (Ohio Contractors Association)*, 204 NLRB 681 (1973), reversed on other grounds 496 F.2d 1308 (6th Cir. 1974).

[5] *Ohio Contractors Association, supra.*

tempt, through Littleton, to cause Best not to hire them on April 7. Accordingly, by such conduct of Littleton, the Respondent has violated Section 8(b)(2) of the Act.

The Union was, however, entitled to enforce its legitimate internal rules by the filing of charges and the holding of trials of the Holloways and Wilbur. There is no suggestion by the General Counsel that the rules requiring deposit of travel cards before beginning work are in conflict with any policy "inbedded in the labor laws." *Scofield v. NLRB*, 394 U.S. 423, 430 (1966). As noted in *Ohio Contractors Assn.*, supra, "Internal union discipline—fines, suspension, expunsion from membership, and the like—" are legitmate methods for a union to enforce its own internal rules of conduct. The Holloways and Wilbur had knowledge of the travel card rules[8] and the Union used only lawful means when it accepted the charges filed by Littleton and tried them for their failure to comply.

CONCLUSIONS OF LAW

1. United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL–CIO–CLC, Road Sprinkler Fitters, Local 669, is a labor organization within the meaning of Section 2(5) of the Act.
2. Grinnell Fire Protection Systems Company, Inc. and Best Fire Protection Systems, Inc. are employers as defined in Section 2(2) of the Act and are engaged in an industry affecting commerce within the meaning of Section 2(6) and (7) of the Act.
3. By attempting to cause Grinnell to discharge or otherwise discriminate against employees Ralph Holloway, Thomas Holloway, and Earnest Wilbur because they were not members of the Respondent, which conduct tends to encourage membership in the Respondent, the Respondent has violated Section 8(b)(2) of the Act.
4. By causing Best Fire Protection System, Inc. not to hire Ralph Holloway, Thomas Holloway, and Earnest Wilbur because they were not members of the Respondent, which conduct encourages membership in the Respondent, the Respondent has violated Section 8(b)(2) of the Act.
5. The Respondent has not otherwise violated the Act as alleged herein.

THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall recommend that it be ordered to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. I recommend that the Respondent be required to make whole Ralph Holloway, Thomas Holloway, and Earnest Wilbur for any loss of earnings they may have suffered by reason of its causing Best Fire Protection System, Inc. not to employ them on April 7, 1982. Backpay shall be computed in the manner set forth in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest thereon as provided in *Florida Steel Corp.*, 231 NLRB 651 (1977). See generally *Isis Plumbing Co.*, 138 NLRB 716 (1962).

On the foregoing findings of fact and conclusions of law and on the entire record, I issue the following recommended

ORDER[9]

The Respondent, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL–CIO–CLC, Road Sprinkler Fitters, Local 669, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Causing or attempting to cause Best Fire Protection Systems, Inc. and Grinnell Fire Protection Systems Company, Inc. to discharge, refuse to hire, or otherwise discriminate against employees because they are not members of the Respondent.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act, except to the extent that such rights may be affected by a lawful contract between the Union and the Employers pursuant to Section 8(a)(3) or Section 8(f) of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act.

(a) Make employees Ralph Holloway, Thomas Holloway, and Earnest Wilbur whole, in the manner set forth in section of this Decision entitled "The Remedy," for any loss of earnings as a result of its causing Best Fire Protection Systems, Inc. not to employ them on April 7, 1982.

(b) Post in the Respondent's business office and meeting hall copies of the attached notice marked "Appendix."[10] Immediately upon receipt of such notices on forms provided by the Regional Director for Region 16, the Union shall cause copies to be signed by one of its authorized representatives and posted. The posted copies are to be maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Union to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Union has taken to comply.

[8] The travel card form secured by the three employees from Local 146 states on its face that it is to be "properly presented" and "deposited" in a local union within 30 days of its issuance or it is void. Additionally, the employees had constructive notice of the requirement that travel cards be deposited in the local in the jurisdiction they are working by virtue of the United Association's constitution and their oath to abide by its rules. Additionally, the Holloways were present in 1980 when Littleton told the Comanche Peak travelers to deposit the cards themselves.

[9] If no exceptions are filed as provided in Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[10] If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."